UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

--X

BALJINDER SINGH,

Plaintiff,

-against-

MARRIOTT INTERNATIONAL, INC., MARRIOTT HOTEL SERVICES, INC., 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.

--X

CONTENTS OF STATE COURT RECORD PURSUANT TO LOCAL RULE 81.1(b)

Docket No.: 17-1792

Defendants, MARRIOTT INTERNATIONAL, INC. and MARRIOTT HOTEL SERVICES, INC., hereby file with the Clerk of the United States District Court, Southern District of New York, copies of all records and proceedings in the State Court file. These records are as follows:

1. Summons and Complaint, dated February 3, 2017;
2. Verified Answer;
3. Notice That Notice of Removal Has Been Filed, dated March 13, 2017.

DATED: Syosset, New York
March 13, 2017

Yours, etc.,

GREGORY E. BROWER (GB-7780)
CHESNEY & NICHOLAS, LLP
Attorneys for Defendants
MARRIOTT INTERNATIONAL, INC. and
MARRIOTT HOTEL SERVICES, INC.
485 Underhill Blvd. Suite 308
Syosset, New York 11791
(516) 378-1700

TO: KRAUSE & ASSOCIATES, P.C.
Attorneys for Plaintiff
Office & P.O. Address
45 Broadway ~ 27th Floor
New York, NY 10006
(212) 269-7000 (Phone)

MAR146/GEB/ct

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

INDEX #: 151154/2017
Date Purchased: 2/3/2017

---X

BALJINDER SINGH,

Plaintiff,

-against-

MARRIOTT INTERNATIONAL INC., MARRIOTT HOTEL SERVICES, INC, 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.

---X

SUMMONS

Plaintiff designates New York County as the place of trial.

The basis of venue is Marriott International Inc.'s principal place of business in this state.

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
February 3, 2017

Yours, etc.,

Krause & Associates, P.C.
By Leonid Krimsky, Esq
Attorneys for Plaintiff
45 Broadway – 27th Floor
New York, New York 10006
(212) 269-7000

Defendants' Addresses:

Marriot International, Inc, c/o Corporate Creations Network Inc., 15 North Mill Street, Nyack, NY 10960

Marriot Hotel Services, Inc , c/o Corporate Creations Network Inc., 15 North Mill Street, Nyack, NY 10960

'John Doe,' address is unknown.

'John Doe' Business Company, address is unknown.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
---X

BALJINDER SINGH,

Plaintiff,

-against-

VERIFIED COMPLAINT

MARRIOTT INTERNATIONAL, INC., MARRIOTT HOTEL SERVICES, INC, 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.
---X

Plaintiff Baljinder Singh by his attorney Leonid Krimsky of Krause and Associates, P.C. for his Verified Complaint states:

PARTIES

1. That at all times hereinafter mentioned, Plaintiff resided in Middlesex County in the State of New Jersey.

2. That at all times herein mentioned, the defendant Marriott International Inc., was a foreign business corporation authorized to conduct business in the State of New York with the principal place of business in this state in New York County.

3. That at all times herein mentioned, the defendant Marriott Hotel Services Inc., was a foreign business corporation authorized to conduct business in the State of New York with the principal place of business in this state in New York County.

4. That at all times herein, the defendant 'John Doe' was an individual whose name and residence information is presently unknown, who upon information and belief, on February 5, 2016 had an employment relationship with the defendants Marriott International Inc. or Marriott Hotel

Services, Inc. and whose place of employment was at The Algonquin Hotel located in New York, New York.

5. That at all times herein mentioned, the defendant 'John Doe' Business Company is an unknown business company who employed the defendant 'John Doe' on February 5, 2016.

BACKGROUND

6. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

7. That at all times herein mentioned, the defendant Marriott International Inc. managed, operated, and controlled The Algonquin Hotel, a hotel, located at 59 W 44th Street, New York, New York 10036.

8. That at all times herein mentioned, the defendant Marriott Hotel Services, Inc. managed, operated, and controlled The Algonquin Hotel, a hotel, located at 59 W 44th Street, New York, New York 10036.

9. That on February 5, 2016, at about 1:00pm, while Plaintiff Baljinder Singh was traveling by car outside The Algonquin Hotel on W 44 Street, he was assaulted by the defendant 'John Doe' who was in the course of employment assisting with parking a truck driver making the delivery to The Algonquin Hotel.

10. That as a result of the assault, Plaintiff has sustained a serious personal injuries including, but not limited to, a fractured vertebra in his neck.

A FIRST CAUSE OF ACTION: ASSAULT

11. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

12. That in addition to the defendant 'John Doe' being liable for the assault and the resulting injuries, the defendants Marriott International Inc., Marriott Hotel services, Inc., and 'John Doe' Business Company are too vicariously liable for the assault due to the defendant 'John Doe' being in the course of his employment with the defendants furthering their interests.

A SECOND CAUSE OF ACTION: NEGLIGENCE

13. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

14. That the assault and the resulting injuries came as a result of the negligent acts on the part of the defendants Marriott International Inc., Marriott Hotel services, Inc., and 'John Doe' Business Company in hiring and retention of the defendant 'John Doe.'

CONCLUSION

15. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

16. Plaintiff seeks compensatory and punitive damages against the Defendants in the sum exceeding the sum that could be awarded by the lower Courts that would have otherwise had jurisdiction over this action.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum this Court deems just and proper as well as the costs of this action.

Dated: New York, New York
February 3, 2017

Krause & Associates, P.C.
By Leonid Krimsky, Esq
Attorneys for Plaintiff
45 Broadway – 27th Floor
New York, New York 10006
(212) 269-7000

VERIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

LEONID KRIMSKY, being duly sworn, deposes and says:

That I am an attorney admitted to practice in the courts of New York State, and hereby state:

I am an attorney associated with the law firm of Krause & Associates, P.C., attorneys of record for plaintiff, Baljinder Singh. I have read the foregoing VERIFIED SUMMONS AND COMPLAINT, and the same is true to my own knowledge except as to those matters alleged therein to be upon information and belief, as to those matters I believe them to be true. I make this verification instead of Baljinder Singh, as Mr. Singh does not reside in the county where Krause & Associates, P.C. maintain their offices.

LEONID KRIMSKY

Sworn to before me this
3rd day of February, 2017

Notary Public

MO[illegible]ICA L ESPINAL
Notary Public [illegible] New York
[illegible]
Qual[illegible] County
Commission Expires [illegible] 20 18

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

---X

BALJINDER SINGH,

Plaintiff,

-against-

MARRIOTT INTERNATIONAL, INC., MARRIOTT HOTEL SERVICES, INC., 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.

---X

VERIFIED ANSWER

INDEX NO.: 151154/2017

Defendants, MARRIOTT INTERNATIONAL, INC. and MARRIOTT HOTEL SERVICES, INC., by their attorneys, CHESNEY & NICHOLAS, LLP, answers the Complaint of the plaintiff upon information and belief as follows:

AS TO PARTIES

1. Denies knowledge or information sufficient to form a belief as to each and every allegation contained in the paragraphs of the Complaint designated as "1" and "5".

2. Denies upon information and belief each and every allegation contained in the paragraph of the Complaint designated as "2" except admits that Marriott International, Inc. was a foreign business corporation authorized to conduct business in the State of New York.

3. Denies upon information and belief each and every allegation contained in the paragraph of the Complaint designated as "3" except admits that Marriott Hotel Services, Inc. was a foreign business corporation authorized to conduct business in the State of New York.

4. Denies upon information and belief each and every allegation contained in the paragraph of the Complaint designated as "4".

AS TO BACKGROUND

5. Repeats and reiterates each and every denial contained in the paragraphs of this Answer and numbered "1", "2", "3" and "4" to each and every allegation contained in the paragraph of the Complaint designated as "6".

6. Denies knowledge or information sufficient to form a belief as to each and every allegation contained in the paragraphs of the Complaint designated as "7" except admits that Marriott International, Inc. managed and operated The Algonquin Hotel, a hotel located at 59 W. 44th Street, New York, New York 10036.

7. Denies upon information and belief each and every allegation contained in the paragraphs of the Complaint designated as "8", "9" and "10".

AS TO THE FIRST CAUSE OF ACTION

8. Repeats and reiterates each and every denial contained in the paragraphs of this Answer and numbered "1", "2", "3", "4", "5", "6" and "7" to each and every allegation contained in the paragraph of the Complaint designated as "11".

9. Denies upon information and belief each and every allegation contained in the paragraph of the Complaint designated as "12" as to Marriott International, Inc. and Marriott Hotel Services, Inc.

AS TO THE SECOND CAUSE OF ACTION

10. Repeats and reiterates each and every denial contained in the paragraphs of this Answer and numbered "1", "2", "3", "4", "5", "6", "7", "8" and "9" to each and every allegation contained in the paragraph of the Complaint designated as "13".

11. Denies upon information and belief each and every allegation contained in the paragraph of the Complaint designated as "14" as to Marriott International, Inc. and Marriott Hotel Services, Inc.

AS TO CONCLUSION

12. Repeats and reiterates each and every denial contained in the paragraphs of this Answer and numbered "1", "2", "3", "4", "5", "6", "7", "8", "9", "10" and "11" to each and every allegation contained in the paragraph of the Complaint designated as "15".

13. Denies upon information and belief each and every allegation contained in the paragraph of the Complaint designated as "16" as to Marriott International, Inc. and Marriott Hotel Services, Inc.

AS AND FOR A FIRST, SEPARATE, DISTINCT AND COMPLETE AFFIRMATIVE DEFENSE, THE ANSWERING DEFENDANTS ALLEGE:

That the accident or occurrence referred to in the plaintiff's Complaint and the injuries claimed were caused in whole or in part by the carelessness, contributory negligence or the assumption of risk of the plaintiff and this answering defendant demands that the plaintiff's damages be accordingly diminished or denied.

AS AND FOR A SECOND, SEPARATE, DISTINCT AND COMPLETE AFFIRMATIVE DEFENSE, THE ANSWERING DEFENDANTS ALLEGE:

That the plaintiff has failed to mitigate and/or reduce his damages and losses, if any, as alleged in the Complaint.

AS AND FOR A THIRD, SEPARATE, DISTINCT AND COMPLETE AFFIRMATIVE DEFENSE, THE ANSWERING DEFENDANTS ALLEGE:

That in the event the plaintiff recovers any judgment against these defendants, then these defendants demand that any such judgment be diminished in accordance with Article 16 of the CPLR and more particularly, Section 1601 thereof; and also if there is any such judgment that it be limited to this answering defendants' equitable share of any total liability.

AS AND FOR A FOURTH, SEPARATE, DISTINCT AND COMPLETE AFFIRMATIVE DEFENSE, THE ANSWERING DEFENDANTS ALLEGE:

That the applicable Statutes of Limitations pertaining to these types of claims and/or actions have expired. Therefore, this suit is barred as a matter of law as to the plaintiff.

WHEREFORE, these answering defendants demand judgment dismissing the Complaint of the plaintiff herein together with the costs and disbursements of this action.

GREGORY E. BROWER
CHESNEY & NICHOLAS, LLP
Attorneys for Defendants
MARRIOTT INTERNATIONAL, INC. and
MARRIOTT HOTEL SERVICES, INC.
Office & PO Address
485 Underhill Blvd., Suite 308
Syosset, New York 11791
(516) 378-1700

TO: KRAUSE & ASSOCIATES, P.C.
Attorneys for Plaintiff
Office & P.O. Address
45 Broadway ~ 27th Floor
New York, NY 10006
(212) 269-7000 (Phone)

MAR146/GEB/ct

VERIFICATION BY ATTORNEY

The undersigned, an attorney admitted to practice in the Courts of the State of New York, shows:

That affirmant is a partner with the firm of CHESNEY & NICHOLAS, LLP, attorneys for the defendants, **MARRIOTT INTERNATIONAL, INC. and MARRIOTT HOTEL SERVICES, INC.,** in the within action; that affirmant has read the foregoing **ANSWER** and knows the contents thereof; that same is true to affirmant's knowledge, except as to the matters therein stated to be alleged on information and belief; and that as to those matters, affirmant believes it to be true.

Affirmant further states that the reason this Verification is made by affirmant and not by the defendants is that the defendants do not maintain offices in the County in which affirmant maintains his office.

The grounds of belief as to all matters not stated upon deponent's knowledge are documents, correspondence and records maintained in your affirmant's files and conversations and conferences had with the defendants.

The undersigned affirms that the foregoing statements are true under penalties of perjury.

DATED: Syosset, New York
March 15, 2017

GREGORY E. BROWER

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

CAMI TURCHIN,, being duly sworn deposes and says:

That deponent is not a party to this action, is over 18 years of age, and resides in Rockville Centre, New York.

That on **March 15, 2017**deponent served the within **VERIFIED ANSWER** by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the United States Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

KRAUSE & ASSOCIATES, P.C.
Attorneys for Plaintiff
45 Broadway ~ 27th Floor
New York, NY 10006

CAMI TURCHIN

Sworn to before me on
March 15, 2017

NOTARY PUBLIC

JOHN MICHAEL GHERLONE, JR.
Notary Public, State of New York
No. 02GH6259772
Qualified in Nassau County
Commission Expires April 16, 2020

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---X

BALJINDER SINGH,

Plaintiff,

-against-

MARRIOTT INTERNATIONAL, INC., MARRIOTT HOTEL SERVICES, INC., 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.

---X

NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Docket No.:

Defendants, MARRIOTT INTERNATIONAL, INC. and MARRIOTT HOTEL SERVICES, INC., in the above-captioned action which was commenced in the Supreme Court of the State of New York, County of New York, give notice that they are removing this action from the Supreme Court of the State of New York, County of New York, to this Court pursuant to 28 U.S.C. §1441.

1. A civil action has been commenced and is now pending against the defendants in the Supreme Court of the State of New York, County of New York, which action is entitled BALJINDER SINGH v. MARRIOTT INTERNATIONAL, INC., MARRIOTT HOTEL SERVICES, INC., 'JOHN DOE' and 'JOHN DOE' BUSINESS COMPANY, bearing Index Number 151154/2017. Plaintiff claims in the Complaint that he was caused personal injury when he was allegedly assaulted on February 5, 2016 while he was in a car outside The Algonquin Hotel on West 44th Street, New York, New York 10036. Plaintiff has also named a "John Doe" defendant and "John Doe Business Company", and has set forth in the Complaint, that plaintiff does not know the name nor residence of the "John Doe" and "John Doe Business Company" but believes that there was an "employment relationship" with either defendant

MARRIOTT INTERNATIONAL, INC. or MARRIOTT HOTEL SERVICES, INC. No identifying information has been provided as to either the "John Doe" individual or "John Doe Business Company". The defendants deny that the purported "John Doe" individual and/or "John Doe Business Company" were employed by either MARRIOTT INTERNATIONAL, INC. or MARRIOTT HOTEL SERVICES, INC. and deny any business relationship.

2. On February 22, 2017, the plaintiff effectuated service on MARRIOTT INTERNATIONAL, INC. and MARRIOTT HOTEL SERVICES, INC. by serving the agent of the defendants with a copy of the Complaint. On February 23, 2017, the defendants received a copy of the Summons and Complaint. A copy of the Summons and Complaint is annexed hereto as **Exhibit "1"**. This Summons and Complaint constitutes copies of all initial process, pleadings and other papers served upon the defendants in this action to date.

3. The above-described action is a civil action of which this Court has original jurisdiction under 28 U.S.C. §1332 and is one which may be removed to this Court by defendants under 28 U.S.C. §1332 and 28 U.S.C. §1441 in that:

a) Upon information and belief, and as set forth in the Complaint of the plaintiff, the plaintiff is a citizen and resident of the State of New Jersey.

b) Defendant, MARRIOTT INTERNATIONAL, INC., is incorporated in the State of Delaware with its principal place of business in the State of Maryland.

c) Defendant, MARRIOTT HOTEL SERVICES, INC., is incorporated in the State of Delaware with its principal place of business in the State of Maryland.

d) The citizenship of defendants sued under fictitious names such as "John Doe" defendants is disregarded when named defendants attempt to remove a case to Federal Court pursuant to 28 U.S.C. §1441(a).

e) Upon information and belief, the amount in controversy sought by plaintiff, although disputed by the defendants, exceeds $75,000.00, exclusive of interest and costs. The plaintiff's Complaint demands judgment against the defendants for claims that "…plaintiff has sustained a serious personal injuries including, but not limited to, a fractured vertebra in his neck." Additionally, in paragraph 16 of the Complaint plaintiff contends "Plaintiff seeks compensatory and punitive damages against the defendants in the sum exceeding the sum that could be awarded by the lower Courts that would have otherwise have jurisdiction over this action."

The defendants have and continue to deny the allegations and dispute all of the alleged claimed injuries.

f) Initial pleadings in this matter were initially received by Marriott International, Inc. and Marriott Hotel Services, Inc. on February 23, 2017.

g) The incident in question took place in the roadway in front of 59 West 44th Street, New York, New York 10036.

4. Accordingly, the parties are of diverse citizenship, the amount in controversy exceeds $75,000.00 exclusive of interest and costs, the removal application is timely, and federal jurisdiction is appropriate pursuant to 28 U.S.C. §1332.

WHEREFORE, the defendants, MARRIOTT INTERNATIONAL, INC. and MARRIOTT HOTEL SERVICES, INC., give notice that the above-captioned action now pending against them in the Supreme Court of the State of New York, County of New York, is removed to this Court.

DATED: Syosset, New York
March 13, 2017

Yours, etc.,

GREGORY E. BROWER (GB-7780)
CHESNEY & NICHOLAS, LLP
Attorneys for Defendants
MARRIOTT INTERNATIONAL, INC. and
MARRIOTT HOTEL SERVICES, INC.
485 Underhill Blvd. Suite 308
Syosset, New York 11791
(516) 378-1700

TO: KRAUSE & ASSOCIATES, P.C.
Attorneys for Plaintiff
Office & P.O. Address
45 Broadway ~ 27th Floor
New York, NY 10006
(212) 269-7000 (Phone)

MAR146/GEB/ct

EXHIBIT "1"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

---X

BALJINDER SINGH,

Plaintiff,

-against-

MARRIOTT INTERNATIONAL INC., MARRIOTT HOTEL SERVICES, INC, 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.

---X

INDEX #: 151154/2017
Date Purchased: 2/3/2017

SUMMONS

Plaintiff designates New York County as the place of trial.

The basis of venue is Marriott International Inc.'s principal place of business in this state.

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
February 3, 2017

Yours, etc.,

Krause & Associates, P.C.
By Leonid Krimsky, Esq
Attorneys for Plaintiff
45 Broadway – 27th Floor
New York, New York 10006
(212) 269-7000

Defendants' Addresses:

Marriot International, Inc, c/o Corporate Creations Network Inc., 15 North Mill Street, Nyack, NY 10960

Marriot Hotel Services, Inc , c/o Corporate Creations Network Inc., 15 North Mill Street, Nyack, NY 10960

'John Doe,' address is unknown.

'John Doe' Business Company, address is unknown.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
--X

BALJINDER SINGH,

Plaintiff,

-against-

VERIFIED COMPLAINT

MARRIOTT INTERNATIONAL, INC., MARRIOTT HOTEL SERVICES, INC, 'JOHN DOE', and 'JOHN DOE' BUSINESS COMPANY,

Defendants.
--X

Plaintiff Baljinder Singh by his attorney Leonid Krimsky of Krause and Associates, P.C. for his Verified Complaint states:

PARTIES

1. That at all times hereinafter mentioned, Plaintiff resided in Middlesex County in the State of New Jersey.

2. That at all times herein mentioned, the defendant Marriott International Inc., was a foreign business corporation authorized to conduct business in the State of New York with the principal place of business in this state in New York County.

3. That at all times herein mentioned, the defendant Marriott Hotel Services Inc., was a foreign business corporation authorized to conduct business in the State of New York with the principal place of business in this state in New York County.

4. That at all times herein, the defendant 'John Doe' was an individual whose name and residence information is presently unknown, who upon information and belief, on February 5, 2016 had an employment relationship with the defendants Marriott International Inc. or Marriott Hotel

Services, Inc. and whose place of employment was at The Algonquin Hotel located in New York, New York.

5. That at all times herein mentioned, the defendant 'John Doe' Business Company is an unknown business company who employed the defendant 'John Doe' on February 5, 2016.

BACKGROUND

6. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

7. That at all times herein mentioned, the defendant Marriott International Inc. managed, operated, and controlled The Algonquin Hotel, a hotel, located at 59 W 44th Street, New York, New York 10036.

8. That at all times herein mentioned, the defendant Marriott Hotel Services, Inc. managed, operated, and controlled The Algonquin Hotel, a hotel, located at 59 W 44th Street, New York, New York 10036.

9. That on February 5, 2016, at about 1:00pm, while Plaintiff Baljinder Singh was traveling by car outside The Algonquin Hotel on W 44 Street, he was assaulted by the defendant 'John Doe' who was in the course of employment assisting with parking a truck driver making the delivery to The Algonquin Hotel.

10. That as a result of the assault, Plaintiff has sustained a serious personal injuries including, but not limited to, a fractured vertebra in his neck.

A FIRST CAUSE OF ACTION: ASSAULT

11. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

12. That in addition to the defendant 'John Doe' being liable for the assault and the resulting injuries, the defendants Marriott International Inc., Marriott Hotel services, Inc., and 'John Doe' Business Company are too vicariously liable for the assault due to the defendant 'John Doe' being in the course of his employment with the defendants furthering their interests.

A SECOND CAUSE OF ACTION: NEGLIGENCE

13. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

14. That the assault and the resulting injuries came as a result of the negligent acts on the part of the defendants Marriott International Inc., Marriott Hotel services, Inc., and 'John Doe' Business Company in hiring and retention of the defendant 'John Doe.'

CONCLUSION

15. Plaintiff repeats the allegations set forth in the preceding paragraphs as they are set forth in full herein.

16. Plaintiff seeks compensatory and punitive damages against the Defendants in the sum exceeding the sum that could be awarded by the lower Courts that would have otherwise had jurisdiction over this action.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum this Court deems just and proper as well as the costs of this action.

Dated: New York, New York
February 3, 2017

Krause & Associates, P.C.
By Leonid Krimsky, Esq
Attorneys for Plaintiff
45 Broadway – 27th Floor
New York, New York 10006
(212) 269-7000

VERIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

LEONID KRIMSKY, being duly sworn, deposes and says:

That I am an attorney admitted to practice in the courts of New York State, and hereby state:

I am an attorney associated with the law firm of Krause & Associates, P.C., attorneys of record for plaintiff, Baljinder Singh. I have read the foregoing VERIFIED SUMMONS AND COMPLAINT, and the same is true to my own knowledge except as to those matters alleged therein to be upon information and belief, as to those matters I believe them to be true. I make this verification instead of Baljinder Singh, as Mr. Singh does not reside in the county where Krause & Associates, P.C. maintain their offices.

LEONID KRIMSKY

Sworn to before me this
3rd day of February, 2017

Notary Public

MONICA L ESPINAL
Notary Public [illegible] New York
[illegible]
Qualified in [illegible] County
Commission Expires [illegible] 20 18

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

CAMI TURCHIN, being duly sworn deposes and says:

That deponent is not a party to this action, is over 18 years of age, and resides in Rockville Centre, New York.

That on **March 15, 2017**deponent served the within **NOTICE OF REMOVAL** mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the United States Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indic below and by dispatching the papers to the plaintiff's attorneys by overnight delivery service addressed to the attorneys' regular place of business in an envelope, said envelope properly addressed to the plaintiff's attorneys and delivered into the custody of the overnight delivery via **Federal Express** for overnight delivery prior to the latest time designated by the overnight delivery service for overnight delivery, per CPLR §2103:

TRACKING NO.: 8088 3943 8926
KRAUSE & ASSOCIATES, P.C.
Attorneys for Plaintiff
45 Broadway ~ 27th Floor
New York, NY 10006

CAMI TURCHIN

Sworn to before me on
March 15, 2017

NOTARY PUBLIC

PATRICIA A. MORGAN
Notary Public, State of New York
No. 4920122
Qualified in Nassau County
Commission Expires Feb. 16, 2018